



**BUREAU OF
BUSINESS MANAGEMENT
DIVISION OF PROCUREMENT SERVICES**
2600 Bull Street
Columbia, SC 29201-1708
Telephone: (803) 898-3501 Fax: (803) 898-3505
<http://www.scdhec.net/procurement>

REQUEST FOR PRICE QUOTATION**THIS IS NOT AN ORDER**

Quotation must be received by Date: May 28, 2009 Time: 2:30 p.m. E T	Mail or fax quotation to above address to ATTN.: Wayne A. Tesh, Jr. <i>Wayne A. Tesh, Jr.</i>	Solicitation number: RFQ-35951-5/28/2009-WAT	Date issued: May 28, 2009
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Description: To establish a contract for printing "Welcome to WIC" books.

NOTE: SEE ATTACHED SHEETS FOR SPECIFICATIONS, BIDDING SCHEDULE, PROVISIONS AND CLAUSES

MUST BE SIGNED TO BE VALID

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. I agree, if this quotation is accepted within 60 days from date of closing, to furnish any and all items/services at the prices quoted.

Authorized Signature		Printed Name		Date Signed
Company			Social Security or Federal Tax Number	
Mailing Address			Area Code and Phone Number	
City	State	Zip Code	Toll Free Phone Number	
E-mail Address			Fax Number	

Any amendments to this solicitation will be posted at <http://www.scdhec.net/procurement>

Bidders are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

PURPOSE and SCOPE OF WORK: To establish a contract for printing "Welcome to WIC" books in English Spanish.

SPECIAL CONDITIONS

1. **AWARD:** The contract will be awarded by total to the lowest responsible and responsive bidder.
2. **REQUEST FOR QUOTATION:** The quotation must be received by DHEC-Procurement Services by May 28, 2009, by 2:30 p.m. ET
3. **FAXED QUOTATION:** A faxed quotation is acceptable. The fax number is 803-898-3505.
4. **ANTICIPATED SHIP TO:** S. C. Department of Health and Environmental Control
2600 Bull Street
Columbia, S.C. 29201
5. **INVOICING:** Invoice must be itemized and sent to:
6. S.C. Department of Health and Environmental Control
Bureau of Financial Management
2600 Bull Street
Columbia, SC 29201
7. **CONTACT PERSON:** The contact person for this solicitation is:
Wayne A. Tesh, Jr., CPPB
S.C. Department of Health and Environmental Control
Division of Procurement Services
(803) 898-3501
8. **MODIFICATIONS:** Any modification must have prior written approval from the procurement official before proceeding with the project.
9. **PRINTING GUIDELINES:** All printing guidelines referenced in the South Carolina Government Printing Services Manual, dated January 1, 1998, shall apply.
10. **DELIVERY:** The delivery cost will be included in the unit price.
11. **MAXIMUM CONTRACT PERIOD – ESTIMATED:**
Start Date: 01-JUN-2009 End Date: 31-MAY-2011
Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Terms of Contract – Effective Date / Initial Contract Period". This is a one year contract with one mutual one-year option to renew. If the contractor elects not to extend on the anniversary date, the contract must notify DHEC's Division of Procurement of its intention in writing ninety (90) days prior to the anniversary date.
12. **TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD**
The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is one year from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award.
13. **TERM OF CONTRACT – OPTION TO RENEW**
At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least thirty (30) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award.
14. **OVERRUNS/UNDERRUNS:** Overruns or underruns will be based on the quantity ordered and shall not exceed 2.5%. DHEC will only pay for overruns up to 2.5%.

Special Conditions continued on page 3

Special Conditions-continued from page 2

- 15 **QUANTITIES:** The quantities indicated under the Specifications and Bidding Schedule are the quantities to be delivered during the 1st year of the contract. Do not print more than the quantities indicated in the Specifications and Bidding Schedule for the first year of the contract.
- DHEC reserves the option to make changes to these booklets prior to printing in the second year.
 - If changes are required, the same proof specifications will apply.
 - The quantities for the 2nd year of the contract: Item 1-(Minimum) 40,000; Item 2: (Minimum) 20,000.
 - The price for printing the 2nd year will be the same unit price quoted in the Specifications and Bidding Schedule.
 - Vendor will not print the second year until notified by DHEC of any changes and the quantities needed.

SPECIFICATIONS AND BIDDING SCHEDULE:

See also State of S.C. Printing Specification Sheet and Addendum (with Explanation of Details) on pages 4-5

Item 1: **50,000 each** Printing of "Welcome to WIC" Booklet. **ML-009154 (03/2009)** See Explanation of Details on page 5 for delivery 1st year)

Unit Price \$ _____ Each Extended Price: \$ _____

U.S. End Product? (Y/N) _____ S.C. End Product? (Y/N) _____

Item 2: **30,000 each** Printing of "Bienvenidos a WIC" **ML-025033 (04/2009)** See Explanation of Details on page 5 for delivery 1st year)

Unit Price \$ _____ Each Extended Price: \$ _____

U.S. End Product? (Y/N) _____ S.C. End Product? (Y/N) _____

DHEC Approved brand and type paper if bidding other than specified: _____

DELIVERY DATE: 3 Weeks After placement of an order or sooner _____ Initial here acknowledging delivery.

TOTAL BID PRICE: \$ _____

Summary

Contract for one year with option-to-renew one additional year for two language publications in full-color. For both versions, SC Department of Health & Environmental Control will furnish all artwork on Macintosh-based InDesign CS3 software, and output on a CD-R. When completed, each version of booklet will consist of three sheets to produce twelve unnumbered panels, imprinted front-and-back. Bindery services include folding, collating, and saddle-stitching. DHEC requires specific quantities to be delivered at pre-determined delivery dates. Pre-production specific laser proof and match print proofs for each design are mandatory requirements.

DHEC Property

All artwork, disks, or related materials supplied to the Vendor in this production remain property of SC Department of Health & Environmental Control and must be returned to the Agency Representative at completion, prior to payment.

Successful Vendor Pick-up of Completed Artwork or Computer Files

Following award of contract or date specified within the solicitation, unless otherwise indicated, the Successful Vendor will be responsible for arranging pick up of completed artwork, computer disks, samples or other related materials by appointment with Ms. Libby Gamble, 803-898-3866, SC-Department of Health & Environmental Control Communication Resources Center, 2600 Bull Street, Room 1500, Columbia, SC.

1. For release of materials, the Vendor must reference assigned purchase order.
2. SC DHEC is not responsible for mailing, shipping or faxing materials to Vendor.
3. All Visitors must enter/register at the Sims/Aycock lobby, and shall be assigned a temporary pass for use while inside the facility.
4. Visitors' parking is located at front of the Sims/Aycock Complex, along Bull Street.

Proofing Delays

Any DHEC caused delay in returning proofs to Vendor will result in an equal number of days added production time the Vendor is allowed to complete the entire project.

Explanation of Details

* **ML-009154 (03/2009) Welcome to WIC**

A total of **50,000** English language booklets, however, **30,000** completed booklets are required in the first shipment. Approximately three to six months later, the balance of **20,000** must be provided "upon DHEC request" of the Vendor. The total quantity for year one can be printed at one time. Payment will be made as the booklets are delivered.

ML-025033 (04/2009) Bienvenidos a WIC

A total of **30,000** Spanish language booklets, however, **15,000** completed booklets are required in the first shipment. Approximately three to six months later, the balance of **15,000** must be provided "upon DHEC request" of the Vendor. The total quantity for year one can be printed at one time. Payment will be made as the booklets are delivered.

** Each language version of the completed booklet consists of three collated 11" x 8-1/2" sheets, printed front-and-back, half-folded, and collated to produce twelve unnumbered 5-1/2"(w) x 8-1/2"(h) panels including self-covers.

Inside of rear cover (Cover-3) prints in black ink
The entire publication may be trimmed as necessary.

*** In each language version, black ink laser and match print full-color proofs are mandatory prior to production.
A match print of Cover-1 (front cover) and Panel-5
A black ink laser proof of the entire publication.

STATE OF S.C. PRINTING SPECIFICATION SHEET

The S.C. Government Printing Services Manual (1-1-98) shall be made a part of all Printing Procurement by reference.
MARK THE BOXES AND FILL IN THE BLANKS THAT ARE APPLICABLE. ☒ SEE ATTACHED SPECIFICATIONS.

VENDOR _____ AUTHORIZED SIGNATURE _____

DESCRIPTION: Welcome to WIC bklt, English and Spanish *AGENCY: SC Department of Health & Environmental Control

AGENCY CONTACT: See solicitation PHONE NUMBER: See solicitation

QUANTITY (per issue): See Add* ISSUES (per year): _____ FLAT SIZE: 11" w x 8-1/2" h FOLDED SIZE: 5-1/2" x 8-1/2"

PAGES: 3 sheets (12 ppls) ** ☐ PLUS COVER ☒ SELF COVER ☐ OTHER: _____

STOCK: Text: Strathmore Elements, "Solids," Ultimate White Other: 70# offset

Cover: _____ Other: _____

INK: Text - ☐ 1 Color _____ ☐ 2 Color _____ ☐ 3 Color _____ ☒ 4 Color Process

☐ 5 Color _____ ☐ 6 Color _____ ☒ Other: screens/solids/rev ☐ Bleeds (No. _____)

Covers 1 & 4 - ☐ 1 Color _____ ☐ 2 Color _____ ☐ 3 Color _____ ☒ 4 Color Process

(Front & Back) ☐ 5 Color _____ ☐ 6 Color _____ ☒ Other: screens/solids/rev ☐ Bleeds (No. _____)

Covers 2 & 3 - ☒ 1 Color black ☐ 2 Color _____ ☐ 3 Color _____ ☐ 4 Color Process

(Inside front ☐ 5 Color _____ ☐ 6 Color _____ ☒ Other: _____ ☐ Bleeds (No. _____)

Inside Back) ☐ 5 Color _____ ☐ 6 Color _____ ☒ Other: _____ ☐ Bleeds (No. _____)

MECHANICAL: Composition and Layout provided by - ☐ Printer ☒ Agency ☐ Camera Ready ☐ Negatives Furnished

☒ Other: Reference mechanical to be provided by Agency.

MEDIA: Electronic Transmission - ☐ Modem ☐ E-mail ☐ Other: _____

Media Format - ☐ IBM Comp. ☒ Macintosh ☐ Other: _____ ☒ File Copied to Media ☐ File Printed to Media

Media Type- ☐ 3.5" Floppy ☐ 44/88/200/270 Syquest ☐ EZ 135 Syquest ☐ 3.5" Magneto Optical

☐ 5.25" Magneto Optical ☒ 5.25" Compact Disk ☐ Iomega ZIP ☐ Iomega Jazz ☐ Other: _____

Layout Program - ☐ Quark Express (Vers. # _____) ☐ PageMaker (Vers. # _____) ☒ Other: InDesign CS3

Graphics Program - ☐ Illustrator (Vers. # _____) ☐ Freehand (Vers. # _____) ☐ PhotoShop (Vers. # _____) ☐ Other: _____

Typefaces provided by - ☐ Vendor ☒ Agency Typeface Brand: _____ Fonts used: _____

Color Separating by - ☐ Vendor ☒ Agency Color Trapping by - ☐ Vendor ☐ Agency

PRINTER: ☐ PostScript ☐ PCL ☐ Other: _____

Imaging Resolution Required - ☐ 600 dpi ☐ 1200 dpi ☒ 2400 dpi ☐ Other: _____

B&W SCANS: Line Screen Required: _____ Scan Resolution Required: _____ Size: _____ (No. _____) Size: _____ (No. _____)

FOUR-COLOR SCANS/ Line Screen Required: _____ Scan Resolution Required: _____

SEPARATIONS: _____

Provided by: ☐ Printer ☐ Agency ☐ Min. size(No. _____) ☐ 1/2 Page (No. _____) ☐ Full Page (No. _____)

Agency will provide ☐ Transparency ☐ Print ☐ Art ☐ Other: _____

Type of proof: ☐ Match Print ☐ Dye Sublimation ☒ Other accurate ***

PROOFS: ☒ Laser (Sets 1***) ☐ Page (Sets _____) ☐ Blueline (Sets _____) ☐ Other _____

FOLDING: ☒ Yes ☐ No ☐ Type half SPECIAL APPLICATIONS: ☐ Die Cut ☐ Scoring ☐ Perforations (No. _____)

BINDING: ☒ Saddle Stitch ☐ Perfect Bind ☐ Side Staple ☐ 3 Hole Drill ☒ Collated

☐ Plastic Bind (Color _____) ☐ Wire Bind ☒ Other trim as necessary

PACKAGING: ☒ Boxed Std per box ☐ Wrapped _____ per pkg. ☐ Shrink Wrapped _____ per pkg.

COPY READY DATE: Upon award of contract DELIVERY DATE REQUIRED: See solicitation *

☐ Inside Delivery

☐ ALL COPY, PROOFS, ETC. MUST BE PICKED UP AND DELIVERED IN PERSON BY CONTRACTOR REPRESENTATIVE WHO IS KNOWLEDGEABLE AND CAPABLE OF DISCUSSING THE CONTRACT

PROCUREMENT PREFERENCES FOR SOUTH CAROLINA VENDORS AND PRODUCTS**South Carolina Resident Vendor Preference**

This following information explains the actions to be taken when applying for the South Carolina resident vendor preference.

Resident vendor as defined by Section 11-35-1524 of the SC Consolidated Procurement Code: A vendor is considered to be a resident of this State if the vendor is:

- (a) an individual, partnership, association, or corporation that is authorized to transact business within the State,
- (b) maintains an office in the State,
- (c) maintains an inventory for expendable items which are representative of the general type of commodities on which the bid is submitted and located in South Carolina at the time of the bid having a total value of ten thousand dollars or more based on the bid price, but not to exceed the amount of the contract, or is a manufacturer which is headquartered and has at least a ten million dollar payroll in South Carolina and the product is made or processed from raw materials into a finished end product by such manufacturer or an affiliate (as defined in Section 1563 of the Internal Revenue Code) of such manufacturer, and
- (d) has paid all assessed taxes.

TO MAKE CLAIM FOR THIS PREFERENCE IN THE AWARD OF THIS BID, THE PERSON SIGNING THE BID MUST PLACE THEIR INITIALS HERE: _____.

*ADDRESS & PHONE NUMBER OF S.C. OFFICE. (MUST BE COMPLETED IF MAKING CLAIM)

PHONE# _____

SOUTH CAROLINA/UNITED STATES PRODUCT PREFERENCE

(Product preference does not apply to services.)

By signing bid and checking the appropriate space(s) provided and **identified on the bid pricing schedule**, vendor certifies that the end-product(s) as shown in this bid are either made, manufactured or grown in South Carolina or the United States.

EXCEPTIONS TO PREFERENCES

Exceptions. This section shall not apply (1) to any procurements conducted under Article 9 of the Code, (2) to any prime contractor or subcontractor providing materials or services relating to permanent improvements to real estate, (3) to any solicitation, bid, offer, or procurement when the price of a single unit of the end-product is more than \$30,000 whether or not more than one unit is bid or offered, (4) to any solicitation, bid, offer or procurement where the contract award is less than \$10,000, or (5) to any solicitation conducted under Section 11-35-1530 of the Code.

PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO COMPLETING RFQ**INSTRUCTIONS TO BIDDERS**

DISCUSSIONS AND NEGOTIATIONS: By submission of a quotation, bidder agrees that during the period following issuance of this solicitation and prior to notification of intent or award of a contract, the bidder shall not discuss this procurement with any party except members of the DHEC Procurement Division or other parties designated in this solicitation. Bidder shall not discuss or attempt to negotiate with the using area or program any aspects of the procurement without prior approval of the DHEC Procurement Division Buyer responsible for the procurement. Infractions may result in rejection of the violator's quotation.

- 1) By submission of a bid, you are certifying that your company has not been debarred or suspended under OMB circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
- 2) Unless otherwise required herein, only one signed copy of the Request for Quotation is required.
- 3) Quotations "faxed" directly to the DHEC Procurement Office are acceptable unless otherwise stated in this package.
- 4) Quotations, amendments thereto or withdrawal request must be received by the time advertised for bid closing. It is the bidder's sole responsibility to insure that these documents are received by the person (or office) at the time indicated in this solicitation document. Any withdrawal request received after the time of the bid closing shall be governed by State Regulation 19-445.2085.
- 5) When specifications or descriptive papers are submitted with the RFQ submission, enter bidder's name thereon.
- 6) Submit your signed RFQ on this form.
- 7) Bidders must clearly mark as "CONFIDENTIAL" each part of their quotation which they consider to be proprietary information that could be **exempt from disclosure** under Section 30-4-40, Code of Laws of South Carolina 1976 (1986 Cum. Supp.; Freedom of Information Act). If any part is designated as confidential, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. DHEC reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the State, DHEC or its agents for its determination in this regard.
- 8) By submission of a quotation, you are guaranteeing that all goods and services meet the requirements of this solicitation during the contract period.
- 9) **Tie quotations** will be resolved as outlined in section 11-35-1520(9) of the South Carolina Consolidated Procurement Code.
- 10) **Taxes:** Prices are to be exclusive of all sales, use and like taxes.
- 11) **Correction of errors on this RFQ form:** All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the quotation. Erasures or use of typewriter correction fluid may be cause for rejection. No quotation shall be altered or amended after the time specified for the bid closing.
- 12) **Ambiguous quotations** which are uncertain as to terms, delivery, quantity or compliance with this solicitation may be rejected or otherwise disregarded.
- 13) **Failure to respond** to three consecutive RFQs may result in removal of bidder's name from the mailing list.

GENERAL PROVISIONS

- 14) **Unit prices** will govern over extended prices unless otherwise stated in this solicitation.
- 15) **Prohibition of Gratuities:** Amended section 8-13-420 of the 1976 Code of Laws of South Carolina States: "Whoever gives or offers to any public official or public employee any compensation, including a promise of future employment, to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grand-parent or relative from making a gift to a child, grandchild, or other close relative for love and affection except as hereafter provided".
- 16) **Bidder's Qualification:** Bidders must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. DHEC reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
- 17) **Bidder's Responsibility:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quotation or to the subsequent contract.
- 18) **Amendments:** All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Office. Neither DHEC or the Procurement Officer shall be legally bound by any amendment or interpretation that is not in writing.
- 19) **Award Criteria:** Awards shall be as indicated herein to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in this solicitation. Award may take longer than fourteen days. A copy of the award notice should be posted on the Procurement Bulletin Board located at 2600 Bull Street in the Aycock Building directly across from

the Personnel Division and next to the Bureau of Business Management's Procurement Services Division.

- 20) **Rejection:** (In accordance with Regulation: 19-445-2070) DHEC reserves the right to reject any bid: (1) which fails to conform to the essential requirements of the invitation for bid; (2) alternate bids which do not conform to the specifications contained or referenced in the invitation for bid; (3) which fails to conform to the delivery schedule; (4) when the bidder attempts to impose conditions which would modify requirements of the invitation for bid or limit his liability to the State; (5) if the procurement officer determines in writing that it is unreasonable as to price; (6) when a bid guarantee is required and a bidder fails to furnish; (7) which is unsigned.
- 21) **Competition:** This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested bidders to notify the DHEC Procurement Office in writing so as to be received five days prior to the closing date. Notification may be "faxed" to the DHEC Procurement Office, (803) 898-3505. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- 22) **Order of Precedence:** In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) the bidding schedule, (2) general provisions and general conditions, (3) instruction to bidders, (4) special provisions or special conditions of the contract whether incorporated by reference or otherwise, and (5) the specifications.

GENERAL CONDITIONS

- 23) **Contract Administration:** Questions or problems arising after award of this solicitation/contract shall be directed to the DHEC Procurement Office, 2600 Bull Street, Columbia, SC, 29201-1708. Reference the solicitation and contract number.
- 24) **Default:** In case of default by the contractor, DHEC reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 25) **Force Majeure:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. But in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet required delivery schedule(s).
- 26) **Save Harmless:** (This General Condition does not apply to solicitations for service requirements). The successful bidder shall indemnify and save harmless the State of South Carolina and DHEC and all its officers, agents and employees from all suits or claims of any character brought by reason of infringing on any patent, trade mark or copyright. The bidder shall have no liability to DHEC if such patent, trade mark or copyright infringement or claim is based upon the bidder's use of material furnished to the bidder by the State.
- 27) **Publicity Releases:** By submission of a quotation, the contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by DHEC or user.
- 28) **Tax Credit Availability:** Bidders interested in income tax credit availability by subcontracting with Certified Minority Firms should contact the Office of Minority Business Assistance, 1205 Pendleton Street, Columbia, SC, 29201. (803-734-0564)
- 29) **Affirmative Action:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
- 30) **Assignment:** Unless otherwise indicated in this solicitation, no contract or its provisions may be assigned, sublet, subcontracted, or transferred without the prior written consent of the DHEC Procurement Office.
- 31) **Termination:** Any contract resulting from this solicitation may be terminated by DHEC by providing a thirty day advance notice in writing to the successful contractor.
- 32) **Non-Appropriations:** Any contract entered into by DHEC resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- 33) **Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notification, then DHEC shall negotiate reasonable applicable termination costs.
- 34) **Cause:** Any contract resulting from this solicitation may be terminated without advance notice by DHEC for cause, default or negligence on the part of the successful contractor.
- 35) **S.C. Law Clause:** Upon award of a contract under this quotation, the person/partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the

successful bidder from requirements that it be authorized and/or licensed to do business in this State. By submission of a quotation, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State of South Carolina.

- 36) **Quality of Product:** (This general condition does not apply to solicitations for printing or service requirements). Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging. For information technology procurements as defined in Section 11-35-310 of the SC Procurement Code, if items that are other than new (i.e., remanufactured or refurbished) are desired to be bid, the bidder must obtain written permission to bid such items at least five days in advance of the RFQ closing date. Written permission must be obtained from the DHEC Procurement Office.
- 37) **Compliance with Federal Requirements:** S.C. State or Federal requirements that are more restrictive shall be followed in bidding, awarding and performance of this contract.
- 38) **Drug-Free Workplace:** Required by Section 44-107-10 (Drug Free Work-Place Act) of the SC Code of Laws, 1976, as amended. By submission of a quotation, the bidder certifies that he will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.
- 39) **Confidentiality Policy:** The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) to which it pertains.
- 40) **Item Substitution:** No substitution of items will be allowed on any purchase made from the awarded contract without written permission from the DHEC Procurement Office.
- 41) **Outside Contractor Program:** If applicable to scope of contract, contracted employees working on DHEC properties are entitled to information about hazardous chemicals present at DHEC; and DHEC's personnel are entitled to information about hazardous chemicals brought to the facilities by contractors. In order to assure continued compliance with the Hazard Communication Standards while contractors are on DHEC property and to control potential compliance obligations under the Superfund Amendments and Re-authorization Act, it is DHEC's policy to:
- Obtain written assurance that the contractor's employees have been trained to understand the hazards of the chemicals at DHEC and how to use appropriate personal protective equipment. All personal protective equipment and training required for the contractor's employees will be provided by the contractor at the contractor's expense. (This includes SC State General Services employees).
 - Require the contractor to notify the DHEC Bureau of Business Management or the appropriate DHEC unit Director when introducing hazardous chemicals into DHEC work areas, which may harmfully expose DHEC employees. If the contractor is introducing such hazardous chemicals into any DHEC facility or onto DHEC property, the contractor shall provide the DHEC Division of Procurement Services or the DHEC unit Director copies of the Material Safety Data Sheets (MSDS) for those chemicals. The DHEC Division of Procurement Services or the DHEC unit Director should provide appropriate information to the DHEC employees before the contractor(s) enter any DHEC facility with chemicals.
 - DHEC reserves the right to refuse to allow any contractor to bring any chemical onto DHEC property. DHEC also reserves the right to refuse to allow any contractor to bring certain quantities of chemicals on DHEC property.
- 42) Any written assurances, MSDS's or correspondence required must be submitted prior to beginning any aspect of the contract.
- 43) **Travel:** As applicable, reimbursement to contractors for travel expenses will be made in accordance with regulations established for State employee travel and in accordance with guidelines established by DHEC.

SPECIAL PROVISIONS

- 44) **FOB Destination:** All deliveries shall be FOB Destination. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to the State. Any claim for loss or damage shall be between the contractor and the carrier. Quotations received otherwise may be subject to rejection.
- 45) **Shipping/Delivery Charges:** Unless otherwise indicated in the "Special Conditions", any applicable shipping, delivery, assembly or installation charges are to be indicated on the bidding schedule herein.
- 46) **Specifications:** The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The bidder to include with his quotation supporting product data sufficient for DHEC to determine equality and acceptability. DHEC reserves the right to reject any offering in which the items offered are considered unsatisfactory in any manner. DHEC will determine if minor deviations from the listed features or performance are acceptable.
- 47) **Confidentiality:** The Contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or overheard while performing work pursuant to this contract. The Contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.